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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

**BROWN & BROWN, INC.,
a Florida corporation,**

Plaintiff,

vs.

**TIMOTHY J. NIELSEN,
an individual,**

Defendant.

No. 3:12-CV-01668-MO

PERMANENT INJUNCTION AGAINST
DEFENDANT TIMOTHY J. NIELSEN

Based on the stipulation of Plaintiff Brown & Brown, Inc. ("Brown & Brown") and
Defendant Timothy J. Nielsen ("Nielsen"), it is hereby ORDERED:

1. The Preliminary Injunction entered by the Court on October 9, 2012 shall be vacated and replaced with this Permanent Injunction under the terms set forth in this Order, and the Security provided by Brown & Brown on October 10, 2012 in connection with the Preliminary Injunction shall be released.

It is further ORDERED:

For the period of time described below in each of paragraphs 2, 3, 4, and 5, defendant Timothy J. Nielsen is hereby permanently restrained and enjoined by way of a mandatory and prohibitory injunction, from engaging in the following conduct:

2. At all times until October 1, 2013, Nielsen is enjoined from engaging in, being or becoming the owner of an equity interest in, or otherwise consulting with, being employed by, or participating in the business of any corporation engaged in the Insurance Business in Clackamas, Columbia, Multnomah, Washington, or Yamhill Counties in Oregon, or in Clark or Skamania Counties in Washington, provided he may serve as a risk manager or in a similar capacity for a Client Account if in such capacity he would not reasonably be considered to be in competition with Brown & Brown. For purposes of this injunction, the terms "Insurance Business" and "Client Account" are as defined in the Stock Purchase Agreement signed by Nielsen on August 1, 2008.

3. Until October 1, 2014, Nielsen is enjoined from soliciting, diverting, accepting, quoting, selling, servicing, or otherwise transacting, directly or indirectly, as insurance solicitor, insurance agent, insurance broker, insurance producer, insurance wholesaler, managing general agent, risk manager, third party administrator, or otherwise, for Nielsen's account or the account of any other agent, broker, producer, risk manager, third party administrator, insurer or other party, in any capacity whatsoever, any Insurance Business from or in respect of any person, association, or enterprise (a "Person") that is or was during the last two (2) years of Nielsen's employment with Brown & Brown: (1) a policyholder or bondholder to whom commissions-based insurance or surety products or services have been provided and/or a Person to whom

service fees-based insurance, risk management, loss control, consulting or other fee-based services have been provided or with which Nielsen had some involvement in proposing, quoting, servicing, or renewing any Insurance Business and with whom Nielsen had particular knowledge or with which Nielsen had some involvement (a “Client Account”); or (2) a prospective Client Account about which Nielsen had particular knowledge or with which Nielsen had some involvement in proposing or quoting any Insurance Business.

4. Until October 1, 2014, Nielsen is enjoined from directly or indirectly interfering or endeavoring to interfere with the business relationship between Brown & Brown and any Restricted Third Party. A Restricted Third Party means any person, entity or enterprise including, without limitation, any insurer, reinsurer, insurance program, risk pool or other risk-bearing entity or insurance market; or any retail insurance agent, general agent or wholesale insurance broker, (i) who, at any time during the last year of Nielsen’s employment with the Company, was a provider or supplier of goods, products (including insurance, bonds or surety products) or services (including insurance, risk management, consulting or other services) to the Company either directly or on behalf of Client Accounts or prospective Client Accounts, excluding suppliers of utilities or goods or services supplied for administrative purposes but including any individual who provided services to the Company by way of a consultancy or other independent contractor arrangement, and (ii) with whom Nielsen dealt to a material extent during that period.

5. Until October 1, 2014, Nielsen is enjoined from directly or indirectly soliciting or seeking to induce any of Brown & Brown’s employees to leave Brown & Brown’s employ for any reason, including, without limitation, to work for Nielsen or any other competitive company.

6. This Court shall retain jurisdiction to enforce the terms of this Permanent Injunction.

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7. In the event that a party brings a motion or other proceeding to enforce the terms of this Permanent Injunction, the prevailing party shall be awarded its reasonable attorney's fees and costs incurred in bringing or opposing the motion.

IT IS SO ORDERED this 28 day of December, 2012.

/s/Michael W. Mosman
The Honorable Michael Mosman
United States District Judge